

SUMMONS (CITATION JUDICIAL)

NOTICE TO DEFENDANT:(Aviso a Acusado)

SEE ATTACHED LIST.

YOU ARE BEING SUED BY PLAINTIFF:
(A Ud. le está demandando)

ROBERT BROWN

You have 30 CALENDAR DAYS after this Summons is served on you to file a typewritten response at this court.

A letter or phone call will not protect you; your typewritten response must be in proper legal form if you want the court to hear your case.

If you do not file your response on time, you may lose the case, and your wages, money and pro-perty may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

Después de que le entreguen esta citación judicial usted tiene un plazo de 30 DIAS CALENDARIOS para presentar una respuesta escrita a máquina en esta corte.

Una carta o una llamada telefónica no le ofrecerá protección; su respuesta escrita a máquina tiene que cumplir con las formalidades legales apropiadas si usted quiere que la corte escuche su caso.

Si usted no presenta su respuesta a tiempo, puede perder el caso, y le pueden quitar su salario, su dinero y otras cosas de su propiedad sin aviso adicional por parte de la corte.

Existen otros requisitos legales. Puede que usted quiera llamar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de referencia de abogados o a una oficina de ayuda legal (vea el directorio telefónico).

CASE NUMBER (Número del Caso)

The name and address of the court is: (El nombre y dirección de la corte es)
SAN FRANCISCO COUNTY SUPERIOR COURT
400 McAllister Street
San Francisco, CA 94102

31334

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección de teléfono del abogado del demandante, o del demandante que no tiene abogado, es)

DAVID R. DONADIO, ESQ., STATE BAR NO. 154436
BRAYTON+PURCELL
222 Rush Landing Road
Novato, CA 94945-2469 (415) 898-1555

DATE MAR 23 2001

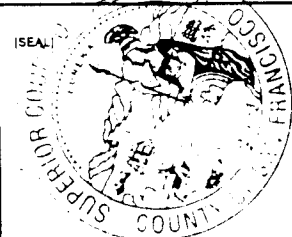
Clerk, by [Signature] Deputy [Signature]

(Fecha)

(Aguero)

(Delegado)

NOTICE TO PERSON SERVED. You are served



1. ☐ as an individual defendant
2. ☐ as the person sued under the fictitious name of (specify):
3. ☒ on behalf of (specify): Honeywell International, Inc.
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association of partnership) ☐ CCP 416.90 (individual)
☐ other:
4. ☒ by personal delivery on (date):

BRAYTON ♦ PURCELL
ATTORNEYS AT LAW
222 RUSH LANDING ROAD
NOVATO, CALIFORNIA 94945-2469
(415) 898-1555

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A.H. VOSS COMPANY
ATLAS TURNER, INC.
ASBESTOS CORPORATION LIMITED
BELL ASBESTOS MINES LTD.
C.C. MOORE & COMPANY ENGINEERS
CERTAINTEED CORPORATION
GARLOCK, INC.
KUBOTA CORPORATION
L.H. BUTCHER COMPANY
MacARTHUR COMPANY
PLANT INSULATION COMPANY
QUIGLEY COMPANY, INC.
QUINTEC INDUSTRIES, INC.
RAPID-AMERICAN CORPORATION
REPUBLIC SUPPLY COMPANY
T&N PLC
UNITED STATES GYPSUM COMPANY
WALDRON, DUFFY, INC.
WESTBURNE SUPPLY, INC.
WESTERN MacARTHUR COMPANY
WESTERN ASBESTOS COMPANY
CAPCO PIPE COMPANY, INC.
PNEUMO ABEX CORPORATION
HONEYWELL INTERNATIONAL, INC.
THE BUDD COMPANY
CARLISLE CORPORATION
DAIMLERCHRYSLER CORPORATION
DANA CORPORATION
FORD MOTOR COMPANY
BRIDGESTONE/FIRESTONE, INC.
GENERAL MOTORS CORPORATION
LEAR-SIEGLER DIVERSIFIED HOLDINGS CORPORATION
MAREMONT CORPORATION
MOOG AUTOMOTIVE, INC.
PARKER-HANNIFIN CORPORATION
STANDARD MOTOR PRODUCTS, INC.
MORTON INTERNATIONAL, INC.
GATKE CORPORATION
SCANDURA, INC.
BRASSBESTOS BRAKE LINING COMPANY
H. KRASNE MANUFACTURING COMPANY
RITESET MANUFACTURING COMPANY
AUTO SPECIALTIES, INC.
BORG-WARNER AUTOMOTIVE, INC.
NISSAN NORTH AMERICA, INC.
PEP BOYS MANNY MOE & JACK OF CALIFORNIA
GENUINE PARTS COMPANY
METROPOLITAN LIFE INSURANCE COMPANY

1 ASBESTOS MANUFACTURING COMPANY
2 FIBRE & METAL PRODUCTS COMPANY
3 LASCO BRAKE PRODUCTS
4 L.J. MILEY COMPANY
5 ROSSENDALE-RUBOIL COMPANY
6 SOUTHERN FRICTION MATERIALS COMPANY
7 U.S. SPRING & BUMPER COMPANY
8 AUTO FRICTION CORPORATION
9 EMSCO ASBESTOS COMPANY
10 FORCEEE MANUFACTURING CORPORATION
11 MOLDED INDUSTRIAL FRICTION CORPORATION
12 NATIONAL TRANSPORT SUPPLY, INC.
13 SILVER LINE PRODUCTS, INC.
14 STANDCO, INC.
15 UNIVERSAL FRICTION MATERIALS COMPANY
16 WHEELING BRAKE BLOCK MANUFACTURING COMPANY
17 ASBESTOS CLAIMS MANAGEMENT CORPORATION
18 and DOES 1-800,

11 Defendants.

27 Robert Brown vs. Asbestos Defendants (BHC)
28 San Francisco Superior Court

1 DAVID R. DONADIO, ESQ., S.B. #154436
 2 AMY N. SIES, ESQ., S.B. #201660
 3 BRAYTON❖PURCELL
 4 Attorneys at Law
 5 222 Rush Landing Road
 6 Novato, California 94945-2469
 7 (415) 898-1555

8 Attorneys for Plaintiff

DOCKETED

BY Clerk

9 SUPERIOR COURT OF CALIFORNIA
 10 COUNTY OF SAN FRANCISCO

11 ROBERT BROWN,
 12 Plaintiff,

13 vs.

14 ASBESTOS DEFENDANTS (BHC)
 15 As Reflected on Exhibits B, C, and H;
 16 and DOES 1-800.

No.

319884

COMPLAINT FOR PERSONAL INJURY
 - ASBESTOS

APR 18 2002

BRAYTON❖PURCELL
 ATTORNEYS AT LAW
 222 RUSH LANDING ROAD
 NOVATO, CALIFORNIA 94945
 (415) 898-1555

17 1. Plaintiff ROBERT BROWN was born May 26, 1937.
 18 2. Plaintiff's asbestos-related injury, date of diagnosis, employment status, and
 19 history of exposure to asbestos are as stated on Exhibit A.
 20 3. The Brayton Harley Curtis Master Complaint for Personal Injury [and Loss of
 21 Consortium] was filed April 9, 1996, the First Amendment to said Master Complaint was filed
 22 April 30, 1996, the Second Amendment to said Master Complaint was filed July 22, 1997, the
 23 Third Amendment to said Master Complaint was filed on October 27, 1997, the Fourth
 24 Amendment to said Master Complaint was filed on March 10, 1998, and the Fifth Amendment to
 25 said Master Complaint was filed on August 24, 1998, in San Francisco Superior Court. A copy
 26 of the Master Complaint and General Order No. 55 may be obtained upon request from
 27 Brayton❖Purcell, and designated portions of the Master Complaint are incorporated by reference
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herein pursuant to the authority conferred by General Order No. 55. Plaintiff's claims are as set forth in said Master Complaint against defendants herein as follows:

		<u>Defendants* on Exhibit:</u>							
<u>Cause of Action</u>		<u>B</u>	<u>B-1</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>
First (Negligence)		<input checked="" type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	
Second (Strict Liability)		<input checked="" type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	
Third (False Representation)		<input checked="" type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>	
Fourth (Intentional Tort)		<input checked="" type="checkbox"/>						<input type="checkbox"/>	
Fifth (Premises Owner/ Contractor Liability)			<input type="checkbox"/>	<input checked="" type="checkbox"/>					
Sixth, Seventh, Eighth (Unseaworthiness, Negligence [Jones Act], Maintenance and Cure)					<input type="checkbox"/>				
Ninth (Longshore and Harbor Workers Compensation Act [LHWCA])						<input type="checkbox"/>			
Tenth, Eleventh (F.E.L.A.)							<input type="checkbox"/>		
Twelfth, Thirteenth (Respiratory Safety Devices)								<input type="checkbox"/>	
Fourteenth (Fraud and Deceit/Concealment) (see revised 14th Cause of Action below)									<input checked="" type="checkbox"/>
Fifteenth (Fraud and Deceit/Negligent Misrepresentation)									<input type="checkbox"/>

*and their alternate entities as set forth in the Master Complaint or on any Exhibit.

4. Paragraph 61 of the Fifth Cause of Action of the Master Complaint (Premises Owner/Contractor Liability) is hereby amended as follows:

"61. At all times mentioned herein, said Premises Owner/Contractor Liability Defendants, and each of them:

a. Should have recognized that the work of said contractors would create during the progress of the work, dangerous, hazardous, and unsafe conditions which could or would harm plaintiff and others unless special precautions were taken;

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1 b. Knew or had reason to know, that the contractors it had selected and hired to
2 install, remove, abate or otherwise handle asbestos-containing materials were unfit or unqualified
3 to do so;

4 c. Failed to use reasonable care to discover whether the contractors it selected and
5 hired to install, remove, abate or otherwise handle asbestos-containing materials were competent
6 or qualified to do so."

7 5. Paragraph 64 of the Fifth Cause of Action of the Master Complaint (Premises
8 Owner/Contractor Liability) is hereby amended by adding subpart g. as follows:

9 "g. Failure to select and hire a careful and competent contractor or
10 subcontractor."

11 6. Defendants PARKER-HANNIFIN CORPORATION, STANDARD MOTOR
12 PRODUCTS, INC. (E.I.S. BRAND BRAKES), GATKE CORPORATION, SCANDURA, INC.,
13 BRASSBESTOS BRAKE LINING COMPANY, H. KRASNE MANUFACTURING
14 COMPANY, RITASET MANUFACTURING COMPANY and AUTO SPECIALTIES
15 MANUFACTURING COMPANY are inserted into paragraph 14 of the Master Complaint, as
16 defendants who produced a substantial share of the market for asbestos-containing friction brake
17 products.

18 7. Paragraph 15 of the Master Complaint is amended to add the italicized language:
19 "The aforementioned asbestos-containing brake products were toxic and carcinogenic and were
20 used in conjunction with one another, all resulting in cumulative injury and harm to the plaintiff
21 herein. Plaintiff therefore alleges it is the burden of the defendants *as listed in paragraph 14 of*
22 *the Master Complaint*, their "alternate entities", and each of them, to prove the asbestos and
23 asbestos-containing products manufactured, sold, supplied, applied or distributed by them were
24 not the cause of plaintiff's injury in accordance with the holdings of Sindell v. Abbott
25 Laboratories (1980) 26 Cal.3d 588; Wheeler v. Raybestos-Manhattan (1992) 8 Cal.App.4th 1152
26 and Pereira v. Dow Chemical Company, Inc. (1982) 129 Cal.App.3d 865."

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1 8. Plaintiff replaces the Fourteenth Cause of Action (paragraphs 117 through 131)
 2 contained in the Fourth Amendment to Brayton Harley Curtis Master Complaint for Personal
 3 Injury, with a new Fourteenth Cause of Action as follows:

4 **"FOURTEENTH CAUSE OF ACTION"**

5 (Intentional Tort by Means of Conspiracy/Concert of Action)

6 AS AND FOR A FURTHER, FOURTEENTH, SEPARATE AND DISTINCT CAUSE
 7 OF ACTION FOR INTENTIONAL TORT BY MEANS OF CONSPIRACY/CONCERT OF
 8 ACTION, PLAINTIFF COMPLAINS OF DEFENDANTS METROPOLITAN LIFE
 9 INSURANCE COMPANY, GATKE CORPORATION, HONEYWELL INTERNATIONAL,
 10 INC. (successor-in-interest to ALLIEDSIGNAL, INC. -- formerly known as the Bendix
 11 Aviation Corporation), THE BUDD COMPANY, CARLISLE CORPORATION, CHRYSLER
 12 CORPORATION (now DAIMLERCHRYSLER CORPORATION), DANA CORPORATION,
 13 FORD MOTOR COMPANY, GENERAL MOTORS COMPANY,
 14 BRIDGESTONE/FIRESTONE, INC., LEAR-SIEGLER, INC. (now LEAR-SIEGLER
 15 DIVERSIFIED HOLDINGS CORPORATION), MAREMONT CORPORATION, MORTON-
 16 THIOKOL CORPORATION (now MORTON INTERNATIONAL, INC.), MOOG
 17 AUTOMOTIVE (formerly known as WAGNER ELECTRIC CORPORATION), PARKER-
 18 HANNIFIN CORPORATION, SCANDURA, INC. (formerly known as Scandinavia Belting
 19 Company), STANDARD MOTOR PRODUCTS, INC. (EIS Brand Brakes), BORG-WARNER
 20 AUTOMOTIVE, INC., UNITED STATES GYPSUM COMPANY, PNEUMO ABEX
 21 CORPORATION (formerly known as ABEX CORPORATION and successor-in-interest to
 22 AMERICAN BRAKEBLOK CORPORATION and the S. K. WELLMAN COMPANY), and
 23 T&N PLC (formerly known as TURNER AND NEWALL, alter-ego to KEASBY-MATTISON
 24 COMPANY and alter-ego to S.K. WELLMAN COMPANY), ASBESTOS MANUFACTURING
 25 COMPANY, BRASSBESTOS BRAKE LINING COMPANY, FIBRE & METAL PRODUCTS
 26 COMPANY, H. KRASNE MANUFACTURING COMPANY, LASCO BRAKE PRODUCTS,
 27 L.J. MILEY COMPANY, RITSET MANUFACTURING COMPANY, ROSSENDALE-
 28 RUBOIL COMPANY, SOUTHERN FRICTION MATERIALS COMPANY, U.S. SPRING &

1 BUMPER COMPANY, AUTO FRICTION CORPORATION, AUTO SPECIALTIES
 2 MANUFACTURING COMPANY, EMSCO ASBESTOS COMPANY, FORCEEE
 3 MANUFACTURING CORPORATION, MOLDED INDUSTRIAL FRICTION
 4 CORPORATION, NATIONAL TRANSPORT SUPPLY, INC., SILVER LINE PRODUCTS,
 5 INC., STANDCO, INC., UNIVERSAL FRICTION MATERIALS COMPANY, WHEELING
 6 BRAKE BLOCK MANUFACTURING COMPANY, ASBESTOS CLAIMS MANAGEMENT
 7 CORPORATION (formerly known as National Gypsum Company), BELL ASBESTOS MINES
 8 LTD., HAYES WHEELS INTERNATIONAL COMPANY, DOES 651-675, THEIR
 9 "ALTERNATE ENTITIES," AND EACH OF THEM, AND ALLEGES AS FOLLOWS:

10 117. Plaintiff, by this reference, incorporates and makes a part hereof as though fully set
 11 forth herein at length each and every allegation of the First through Fourth Causes of Action as
 12 though fully set forth herein.

13 118. The term "conspirators" as used herein includes but is not limited to: the above-
 14 identified defendants, Anthony Lanza, M.D., Arthur Vorwald, M.D., Leroy Gardner, M.D.,
 15 Johns-Manville, Raybestos-Manhattan (now Raymark Industries, Inc. [Raymark]), Russell
 16 Manufacturing (whose liabilities have been assigned by H.K. Porter Company), Union Asbestos
 17 and Rubber Company, Thermoid Company (whose assets and liabilities have been purchased by
 18 H.K. Porter Company), Carey-Canada, Quebec Asbestos Corporation, Celotex Corporation,
 19 Industrial Hygiene Foundation, Mellon Institute, all members of the Asbestos Textile Institute
 20 [ATI], all members of the Friction Materials Standards Institute and its predecessors, and the
 21 other entities and individuals identified in this Fourteenth Cause of Action.

22 119. Plaintiff is informed and believes, and thereon alleges, that at all times herein
 23 mentioned, the conspirator defendants were and are corporations organized and existing under
 24 and by virtue of the laws of the State of California, or the laws of some other state or foreign
 25 jurisdiction, and that defendants were and are authorized to do and/or were and are doing
 26 business in the State of California, and that said defendants regularly conducted and/or conducts
 27 business in the County of San Francisco, State of California.

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1 120. Plaintiff was exposed to asbestos-containing dust created by the use of the
2 asbestos products manufactured, distributed and/or supplied by one or more of the
3 conspirators named herein. The exposure to the asbestos or asbestos-related products supplied
4 by the one or more of the conspirator(s) caused plaintiff's asbestos-related disease and injuries.

5 121. The conspirators, individually and as agents of one another and as co-
6 conspirators, agreed and conspired among themselves, with other asbestos manufacturers and
7 distributors, and with certain individuals including but not limited to Anthony Lanza, M.D.
8 (Lanza), and defendant METROPOLITAN LIFE INSURANCE COMPANY (MET LIFE) to
9 injure the plaintiff in the following fashion (the following is not an exclusive list of the wrongful
10 acts of the conspirators but a representative list):

11 (a) Beginning in 1929, MET LIFE entered agreements with Johns-Manville
12 and others to fund studies of the affects of asbestos exposure on Canadian asbestos miners.
13 When the data from these studies proved that Canadian asbestos miners were developing
14 asbestosis, MET LIFE, Johns-Manville, and others suppressed its publication; further, Anthony
15 Lanza, M.D. (then a MET LIFE employee) actively misrepresented the results of the Canadian
16 study for many years thereafter to meetings of health care professionals seeking information
17 regarding asbestos exposure.

18 (b) In approximately 1934, conspirators Johns-Manville and MET LIFE,
19 through their agents, Vandiver Brown and attorney J.C. Hobart, and conspirator Raybestos-
20 Manhattan (Raybestos), through its agents, Sumner Simpson and J. Rohrbach, suggested to Dr.
21 Lanza, Associate Director, MET LIFE (insurers of Johns-Manville and Raybestos), that Dr.
22 Lanza publish a study on asbestosis in which Lanza would affirmatively misrepresent material
23 facts and conclusions about asbestos exposure; including but not limited to descriptions of the
24 seriousness of the disease process of asbestosis. The misrepresentation was accomplished
25 through intentional deletion of Dr. Lanza's initial description of asbestosis as "fatal" and through
26 other selective editing that affirmatively misrepresented asbestosis as a disease process less
27 serious than it was known to be by the conspirators. As a result, Lanza's study was published in
28 the medical literature containing said misleading statements in 1935. The conspirators were

1 motivated, in part, to effectuate this fraudulent misrepresentation and fraudulent nondisclosure
2 by the desire to influence proposed legislation to regulate asbestos exposure, to provide a defense
3 in lawsuits involving Johns-Manville, Raybestos, and MET LIFE, as insurer, and to promote the
4 use of their asbestos products.

5 (c) The above-described conspiracy continued in 1936, when additional
6 conspirators American Brakeblok Corporation (defendant PNEUMO ABEX), defendant
7 ASBESTOS MANUFACTURING COMPANY, defendant GATKE CORPORATION, Johns-
8 Manville, Keasbey & Mattison Company (then an alter-ego to conspirator Turner & Newall,
9 defendant T&N), Raybestos-Manhattan (Raymark), Russell Manufacturing (whose liabilities
10 have been assumed by H.K. Porter Company), Union Asbestos and Rubber Company and
11 defendant USG, entered into an agreement with a leading medical research facility named
12 Saranac Laboratories. (The following conspirators also joined the Friction Materials Standards
13 Institute portion of the conspiracy alleged below: American Brake Block Corporation (now
14 defendant PNEUMO ABEX), defendant ASBESTOS MANUFACTURING COMPANY,
15 defendant GATKE CORPORATION, Johns-Manville, Keasbey & Mattison Company (through
16 Turner & Newall (defendant T&N) alter-ego Atlas Asbestos), Raybestos-Manhattan and Russell
17 Manufacturing (whose liabilities have been assumed by H.K. Porter Company).) Under the
18 agreement, the conspirators acquired the power to decide what information Saranac Laboratories
19 could publish regarding asbestos disease and could also control in what form such publications
20 were to occur. Their agreement provided these conspirators the power and ability affirmatively
21 to misrepresent the results of the work at Saranac, and also gave these conspirators power to
22 suppress material facts included in any study. On numerous occasions thereafter, the
23 conspirators exercised their power to prevent Saranac scientists from disclosing material
24 scientific data, resulting in numerous misstatements of fact regarding the health affects of
25 asbestos exposure being made at scientific meetings.

26 (d) The conspiracy was furthered when on November 11, 1948, when
27 representatives of the following conspirators met at Johns-Manville headquarters: Johns-
28 Manville, American Brakeblok Division of American Brake and Shoe Foundry (defendant

1 PNEUMO ABEX), defendant GATKE CORPORATION, Keasbey & Mattison Company (then
2 an alter-ego to conspirator Turner & Newall (defendant T&N)), Raybestos (now Raymark),
3 Thermoid Company (whose assets and liabilities were later purchased by H.K. Porter Company),
4 Union Asbestos and Rubber Company, defendant UNITED STATES GYPSUM COMPANY
5 and MET LIFE. Defendant U.S. GYPSUM did not send a company employee to the meeting,
6 but instead authorized Vandiver Brown of Johns-Manville to represent its interest at the meeting
7 and to take action on its behalf.

8 (e) At the November 11, 1948 meeting, these conspirators, and their
9 representatives, decided to exert their influence to materially alter and misrepresent material facts
10 about the substance of research conducted by Dr. Leroy Gardner at the Saranac Laboratories
11 beginning in 1936. Dr. Gardner's research involved the carcinogenicity of asbestos in mice and
12 also included an evaluation of the health effects of asbestos on humans with a critical review of
13 the then-existing standards for asbestos dust exposure.

14 (f) At this meeting, these conspirators intentionally and affirmatively decided
15 that Dr. Gardner's work should be edited to delete material facts about the cancer-causing
16 propensity of asbestos, the health effects of asbestos on humans and the critique of the dust
17 standards. The conspirators then published these deceptive and fraudulent statements in the
18 medical literature as edited by Dr. Arthur Vorwald, also of the Saranac Laboratories. These
19 conspirators thereby fraudulently misrepresented the risks of asbestos exposure to the public, in
20 general, and the class of persons exposed to asbestos, including the plaintiff.

21 (g) As a direct result of influence exerted by the conspirators, Dr. Vorwald
22 published Dr. Gardner's edited work in the Journal of Industrial Hygiene, AMA Archives of
23 Industrial Hygiene and Occupational Health in 1951 in a form that stressed those portions of Dr.
24 Garner's work that the conspirators wished stressed, but which omitted reference to human
25 asbestosis and cancer, thereby fraudulently and affirmatively misrepresenting the extent of the
26 risks. The conspirators affirmatively and deliberately disseminated this deceptive and fraudulent
27 Vorwald publication to university libraries, government officials, agencies and others.

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1 (h) Such actions constitute a material affirmative misrepresentation of the
2 total context of material facts involved in Dr. Garner's work and resulted in creating an
3 appearance that inhalation of asbestos was less of health problem than Dr. Garner's unedited
4 work indicated.

5 (i) When Dr. Vorwald subsequently tried to publish more complete
6 information regarding Dr. Gardner's animal studies, the conspirators required his discharge from
7 the Saranac Laboratories, denied him permission to publish or complete Gardner's work, and
8 actively discouraged institutions of higher learning from hiring or retaining Dr. Vorwald in any
9 capacity.

10 (j) The following conspirators were members of the trade association known
11 as Quebec Asbestos Mining Association (Q.A.M.A.): Johns-Manville Corporation, Carey-
12 Canada, individually and as successor to Quebec Asbestos Corporation, the Celotex Corporation,
13 successor to Quebec Asbestos Corporation, National Gypsum Company (now known as
14 defendant ASBESTOS CLAIMS MANAGEMENT CORPORATION), and Turner & Newall
15 (defendant T&N), individually and successor to defendant BELL ASBESTOS MINES LTD.
16 These conspirators, members of Q.A.M.A., participated in the above-described misrepresentation
17 of the work of Dr. Leroy Gardner published by Dr. Arthur Vorwald in the AMA Archives of
18 Industrial Health in 1951. Evidence of the Q.A.M.A.'s involvement in this misrepresentation
19 arises from co-conspirator Johns-Manville's membership of the Q.A.M.A., as well as
20 correspondence from co-conspirators dated 1/29/47, 11/26/47, 3/6/48, 10/15/48, 3/8/49, and
21 9/6/50, all indicating close monitoring of the editing process of Q.A.M.A.'s representative, Ivan
22 Sabourin, acting on behalf of all Q.A.M.A. members.

23 (k) As a furtherance of the conspiracy commenced in 1929, conspirators who
24 were members of the Q.A.M.A. as described above, began on or about 1950 to formulate a plan
25 to influence public opinion about the relationship between asbestos and cancer by influencing the
26 medical literature on this subject and then touting and disseminating this literature to the public
27 and to organizations and legislative bodies responsible for regulatory control of asbestos with the

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1 specific intent of misrepresenting the existing scientific information and suppressing contrary
2 scientific data in their possession and control.

3 (l) This plan of misrepresentation and influence over the medical literature
4 began on or about 1950 when the aforementioned Q.A.M.A. members selected Saranac
5 Laboratories to do an evaluation of whether cancer was related to asbestos. After a preliminary
6 report authored by Dr. Arthur Vorwald in 1952 indicated that a cancer/asbestos relationship
7 might exist in experimental animals, these Q.A.M.A. members refused to further fund the study,
8 terminated the study, and prevented any public discussion of dissemination of the results.

9 (m) As a result of the termination of Q.A.M.A./Saranac study, the
10 conspirators fraudulently withheld information from the public and affirmatively misrepresented
11 to the public and responsible legislative and regulatory bodies that asbestos did not cause cancer,
12 including affirmative misrepresentations by conspirators and conspirators' agents K.W. Smith,
13 M.D., Paul Cartier, M.D., A.J. Vorwald, M.D., Anthony Lanza, M.D., Vandiver Brown, and Ivan
14 Sabourin, said misrepresentations being directed to inter alia, U.S. Government officials,
15 Canadian government officials, U.S. National Cancer Institute, medical organizations, health
16 professionals, and the general public, including plaintiff.

17 (n) Subsequently, the Q.A.M.A. conspirators contracted with the Industrial
18 Hygiene Foundation and Dr. Daniel Braun to further study the relationship between asbestos
19 exposure, asbestosis and lung cancer. In 1957, Drs. Braun and Truan (Braun and Truan) reported
20 to the Q.A.M.A. that asbestosis did increase a worker's risk of incurring lung cancer.

21 (o) The Q.A.M.A. conspirators as a furtherance of the conspiracy commenced
22 in 1929, thereafter caused, in 1958, a publication of the work by Braun and Truan in which the
23 findings regarding increased incidence of cancer in persons with asbestosis was edited out
24 (stricken) by agents of the Q.A.M.A. The published version of Braun/Truan study contained a
25 conclusion that asbestos exposure, alone, did not increase the incidence of lung cancer, a
26 conclusion known by the conspirators to be false.

27 (p) By falsifying and causing publication of studies concluding that asbestos
28 exposure did not cause lung cancer and simultaneously omitting documented findings that

1 asbestosis did increase the risk of lung cancer, the conspirators affirmatively misrepresented to
2 the public and concealed from the public the extent of risks associated with inhalation of asbestos
3 fibers.

4 (q) In furtherance of the ongoing 1929 conspiracy, in approximately 1958,
5 these Q.A.M.A. conspirators publicized the fraudulently edited works of Drs. Braun and Truan at
6 a symposium in an effort to misrepresent fraudulently to the public and persons exposed to
7 asbestos that the inhalation of asbestos dust would not cause cancer.

8 (r) The fraudulent misrepresentations beginning in 1929 as elaborated above
9 and continuing with the publication of the 1958 Braun/Truan study influenced the standards set
10 for asbestos exposure. The developers of such standards failed to lower the maximum exposure
11 limits because a cancer risk, associated with asbestos inhalation, but had not been proven.

12 (s) In furtherance of the 1929 conspiracy, in 1967, Q.A.M.A. conspirators
13 decided, at their trade association meeting, that they would intentionally mislead consumers
14 about the extent of risks involved in inhalation of asbestos products.

15 (t) In furtherance of the 1929 conspiracy, in 1952, a Symposium regarding
16 the health effects of asbestos was held at the Saranac Laboratories. The following conspirators
17 were in attendance: MET LIFE, Lanza, Johns-Manville, Turner & Newall (defendant T&N),
18 Raybestos-Manhattan (now know as Raymark), and Q.A.M.A. members by way of their agents,
19 Cartier, Sabourin and LaChance.

20 (u) At the 1952 Saranac meeting, the occurrence of lung cancer and
21 asbestosis in product users was discussed and the carcinogenic properties of all fiber types of
22 asbestos was also discussed. In an affirmative attempt to mislead the public about the extent of
23 health risks associated with asbestos, and in an effort fraudulently to conceal those risks from the
24 public, these conspirators conspired to prevent publication of the record of this 1952 Saranac
25 Symposium and it was not published. In addition, the conspirators induced Dr. Vorwald not to
26 announce the results of his and Dr. Garner's animal studies showing excess cancers in animals
27 which thereby fraudulently misrepresented existing secret data which could not be publicized
28 owing to the secrecy provisions contained in the 1936 Saranac agreement heretofore described.

1 (v) The following conspirators were members of the trade organization
2 known as the Asbestos Textile Institute (ATI): Raybestos (now know as Raymark), Johns-
3 Manville, H.K. Porter, Keasbey & Mattison, individually and through its alter-ego Turner &
4 Newall (defendant T&N) and National Gypsum (defendant ASBESTOS CLAIMS
5 MANAGEMENT CORPORATION), GATKE CORPORATION, individually and/or through its
6 alter-ego Asbestos Textile Company, Inc., Uniroyal, Inc., Uniroyal, Inc., individually and
7 through its alter-egos, CDU Holding Company, Uniroyal Holding Company and Uniroyal
8 Goodrich Tire Company.

9 (w) In furtherance of the forgoing conspiracy, in 1947, these conspirators,
10 members of the ATI, received a report from industrial hygienist W.C.L. Hemeon (Hemeon)
11 regarding asbestos, which suggested re-evaluation of the then-existing maximum exposure limits
12 for asbestos exposure. These conspirators caused the Hemeon report not to be published and
13 thereby fraudulently concealed material facts about asbestos exposure from the public and
14 affirmatively misrepresented to the public and class of persons exposed to asbestos that the then
15 existing maximum exposure limit for asbestos was acceptable. Thereafter, these conspirators
16 withheld additional material information on the dust standards from The American Conference of
17 Governmental Industrial Hygienists (ACGIH), thereby further influencing evaluations of their
18 Threshold Limit Values for asbestos exposure.

19 (x) In furtherance of the forgoing conspiracy, in 1953, conspirator National
20 Gypsum (defendant ASBESTOS CLAIMS MANAGEMENT CORPORATION), through its
21 agents, in response to an inquiry from the Indiana Division of Industrial Hygiene regarding
22 health hazards of asbestos spray products, refused to mail a proposed response to that division
23 indicating that respirators should be worn by applicators of the products. National Gypsum's
24 response distorted and fraudulently misrepresented the need for applicators of asbestos spray
25 products to wear respirators and fraudulently concealed from such applicators the need for
26 respirators and thereby misrepresented the risks associated with asbestos exposure.

27 (y) In furtherance of the forgoing conspiracy, in 1955, conspirator Johns-
28 Manville, through its agent Dr. Kenneth Smith, caused to be published in the AMA Archives of

1 Industrial Health, an article entitled "Pulmonary Disability in Asbestos Workers." This
2 published study materially altered the results of an earlier study in 1949 concerning the same set
3 of workers. This alteration of Dr. Smith's study constituted a fraudulent and material
4 misrepresentation about the extent of the risk associated with asbestos inhalation.

5 (z) In furtherance of the forgoing conspiracy, in 1955, the National Cancer
6 Institute held a meeting at which conspirator Johns-Manville, individually and as an agent for
7 other co-conspirators and Dr. Vorwald, as agent of conspirators, affirmatively misrepresented
8 that there was no existing animal studies concerning the relationship between asbestos exposure
9 and cancer, when, in fact, the conspirators were in secret possession of several suppressed studies
10 which demonstrated that positive evidence did exist.

11 (aa) In furtherance of the forgoing conspiracy, in 1957, these conspirators and
12 members of the ATI, jointly rejected a proposed research study on cancer and asbestos and this
13 resulted in fraudulently concealing from the public material facts regarding asbestos exposure
14 and also constituted an affirmative misrepresentation of the then-existing knowledge about
15 asbestos exposure and lung cancer.

16 (bb) In furtherance of the forgoing conspiracy, in 1964, conspirators who were
17 members of the ATI met to formulate a plan for rebutting the association between lung cancer
18 and asbestos exposure that had been recently published by Dr. Irving J. Selikoff of the Mount
19 Sinai Research Center. Thereafter, these members of the ATI embarked upon a campaign to
20 further misrepresent the association between asbestos exposure and lung cancer.

21 (cc) Conspirator Mellon Institute and conspirator Industrial Hygiene
22 Foundation (IHF) were research institutes whose functions included involvement in research
23 regarding the health effects of inhaling asbestos dust.

24 (dd) Beginning in the early 1940's, the IHF was involved in a study by Hemeon
25 entitled Report of Preliminary Dust Investigation for Asbestos Textile Institute, June 1947. This
26 study was done in connection with members of the Asbestos Textile Institute (ATI). This study
27 found that workers exposed to less than the recommended maximum exposure level for asbestos
28 ///

1 were nonetheless developing disease. As a part of the conspiracy, the IHF never published this
2 study.

3 (ee) Beginning in the mid 1950's, the IHF and the Mellon Institute were
4 involved in the publication of works by Braun and Truan entitled An Epidemiological Study of
5 Lung Cancer in Asbestos Miners. In its original, unedited form in September, 1957, this study
6 had concluded that workers with asbestosis has an increased incidence of lung cancer and that the
7 Canadian government had been under-reporting cases of asbestosis. The final, published version
8 of this study in June 1958, deleted the conclusion that workers with asbestosis suffered an
9 increased incidence of lung cancer and that the Canadian government had been under-reporting
10 asbestosis cases. The IHF and the Mellon Institute conspired with the members of the Quebec
11 Asbestos Mining Association (Q.A.M.A.) and their legal counsel, Ivan Sabourin, and other
12 conspirators to delete the above-describe information regarding asbestos and cancer.

13 (ff) The above-described actions of the IHF and the Mellon Institute
14 constituted intentional deception and fraud in actively misleading the public about the extent of
15 the hazards connected with breathing asbestos dust.

16 (gg) The above-described conspiratorial and fraudulent actions of the IHF and
17 the Mellon Institute substantially contributed to retarding the development of knowledge
18 about the hazards of asbestos and thereby substantially contributed to injuries suffered by the
19 plaintiff.

20 (hh) All conspirators identified above approved and ratified and furthered the
21 previous conspiratorial acts of conspirators Johns-Manville, Raybestos (now known as
22 Raymark), Lanza, and MET LIFE, and all the alleged co-conspirators during the date and
23 circumstances set forth above, acted as agents and co-conspirators for the other conspirators.

24 (ii) As evidence of Raymark's fraud, concealment, suppression, and
25 conspiratorial misconduct and of the referenced conspirators, and each of them, as herein set
26 forth, Raymark's President and/or other senior executives corresponded with other senior
27 executives of Raymark's co-conspirators, which series of correspondence and related documents
28 and papers are commonly referenced as "The Sumner Simpson Papers."

1 (jj) Further as evidence of the fraud, concealment, suppression, and
 2 conspiratorial misconduct of the members of the Asbestos Textile Institute as herein set forth, the
 3 ATI and the Industrial Hygiene Foundation kept minutes of their regular meetings, discussions,
 4 resolutions, and related actions, recorded in "The ATI Minutes."

5 (kk) MET LIFE was an active participant in the foregoing conspiracy and
 6 benefitted thereby. MET LIFE benefitted from its involvement because of the following non-
 7 exclusive list:

- 8 a. by providing workers' compensation insurance to the conspirators;
- 9 b. by providing life insurance for employees of the conspirators;
- 10 c. by providing health insurance or health care for the employees of
- 11 the conspirators;
- 12 d. by providing health information and resources;
- 13 e. by purchasing substantial stock in asbestos-related companies
- 14 including stock of conspirators; and
- 15 f. by developing information by which asbestos-related claims for
- 16 compensation could be defeated.

17 122. The foregoing conspiracy was furthered through the formation of the Friction
 18 Materials Standards Institute [FMSI] and its predecessors, the Brake Lining Manufacturers'
 19 Association, and the Clutch Facing and Brake Lining Standards Institute. The members thereof
 20 joined with, ratified and furthered the conspiratorial actions of the above-identified conspirators.

21 (a) (1) The Friction Materials Standards Institute, and its predecessors, the
 22 Brake Lining Manufacturers' Association, the Clutch Facing & Brake Linings Standards
 23 Institute, were formed to be the ears and mouthpiece of the friction materials industry. The
 24 initial members of the Friction Materials Standards Institute between 1950 and 1953 included
 25 defendant ASBESTOS MANUFACTURING COMPANY, defendant T&N, PLC. (through its
 26 alter-ego Atlas Asbestos Company), defendant BRASSBESTOS BRAKE LINING COMPANY,
 27 defendant FIBRE & METAL PRODUCTS COMPANY, defendant GATKE CORPORATION,
 28 defendant MAREMONT (through its predecessor-in-interest Grizzly Manufacturing), defendant

1 H. KRASNE MANUFACTURING COMPANY, defendant LASCO BRAKE PRODUCTS,
 2 defendant HONEYWELL INTERNATIONAL, INC. (successor-in-interest to ALLIEDSIGNAL
 3 INC. -- then known as Bendix Aviation Corporation), defendant L. J. MILEY COMPANY,
 4 defendant CARLISLE CORPORATION, Raymark (then known as Raybestos-Manhattan),
 5 defendant RITASET MANUFACTURING COMPANY, defendant ROSSENDALE-RUBOIL
 6 COMPANY, defendant RUSSELL MANUFACTURING COMPANY, defendant SCANDURA
 7 (then known as Scandinavian Belting Company), defendant SOUTHERN FRICTION
 8 MATERIALS COMPANY, defendant U.S. SPRING & BUMPER COMPANY, defendant
 9 PNEUMO ABEX (through its predecessor-in-interest, S.K. Wellman Company) and defendants
 10 LEAR-SIEGLER, INC. (now LEAR-SIEGLER DIVERSIFIED HOLDINGS CORPORATION)
 11 and BRIDGESTONE/FIRESTONE, INC. (through their predecessor-in-interest World Bestos
 12 Corporation). By 1973, the following joined the Friction Materials Standards Institute:
 13 defendant AUTO FRICTION CORPORATION, defendant AUTO SPECIALTIES
 14 MANUFACTURING COMPANY, defendant CHRYSLER CORPORATION, defendant
 15 EMSCO ASBESTOS COMPANY, defendant FORCEEE MANUFACTURING
 16 CORPORATION, defendant GENERAL MOTORS CORPORATION, H.K. Porter Company
 17 (through its Thermoid division), Johns-Manville Corporation, defendant LEAR-SIEGLER, INC.
 18 (now LEAR-SIEGLER DIVERSIFIED HOLDINGS CORPORATION) (through its predecessor-
 19 in-interest Royal Industries), defendant MOLDED INDUSTRIAL FRICTION CORPORATION,
 20 defendant MORTON-THIOKOL (now MORTON INTERNATIONAL, INC.)(through its
 21 predecessor-in-interest Thiokol Chemical Corporation), defendant NATIONAL TRANSPORT
 22 SUPPLY INC., defendant PARKER-HANNIFIN CORPORATION (through its predecessor-in-
 23 interest Pick Manufacturing Company), defendant PNEUMO ABEX's American Brakeblok
 24 division, defendant SILVER LINE PRODUCTS INC., defendant STANDCO INC., defendant
 25 UNIVERSAL FRICTION MATERIALS COMPANY, and defendant WHEELING BRAKE
 26 BLOCK MANUFACTURING COMPANY. On information and belief, plaintiff alleges that the
 27 following manufacturers and/or distributors of asbestos-containing automotive friction products
 28 joined with, ratified and furthered the conspiratorial actions of the above-identified conspirators,

1 including the conspirators who were members of the FMSI and its predecessors: defendant THE
2 BUDD COMPANY, defendant DANA CORPORATION, defendant FORD MOTOR
3 COMPANY, defendant GENERAL MOTORS CORPORATION, defendant LEAR-SIEGLER,
4 INC. (now LEAR-SIEGLER DIVERSIFIED HOLDINGS CORPORATION), defendant
5 MORTON-THIOKOL CORPORATION (now MORTON INTERNATIONAL, INC.),
6 STANDARD MOTOR PRODUCTS, INC. (EIS Brand Brakes), defendant MOOG
7 AUTOMOTIVE, INC. (formerly known as Wagner Electric) and defendant BORG-WARNER.

8 (2) The Friction Materials Standards Institute conspirators lobbied the
9 Illinois Pollution Control Board to stop a proposed ban on asbestos in friction materials.

10 (3) The Friction Materials Standards Institute conspirators actively
11 lobbied and endeavored to thwart proposed OSHA regulations and actual application of the
12 regulations to the end that their asbestos-containing products could and would continue to be
13 manufactured, distributed and sold without interruption or interference.

14 (4) Even though they disseminated materials and information to the
15 contrary, The Friction Materials Standards Institute conspirators knew, and suppressed, that:

- 16 (i) OSHA regulations, even if enforced and complied with, would not
17 prevent asbestos disease in workers exposed to their products;
18 (ii) chrysotile asbestos caused mesothelioma and other incurable
19 disease;
20 (iii) brake workers suffered "considerable exposures" to respirable
21 asbestos fibers during the intended use, installation and expected
22 replacement of friction materials;
23 (iv) there was no "safe" level of occupational exposure to respirable
24 asbestos; and
25 (v) there was a substantial risk and danger suffered by bystanders and
26 family members of brake mechanics because of the release of respirable
27 asbestos in the use of friction materials, as herein described.

28 ///

1 123. The acts and omissions of the conspirators, as described above, and each of them,
2 constitute fraudulent concealment and/or fraudulent misrepresentation which caused injury to the
3 plaintiff, including, but not limited to, the following manner:

4 (a) The material published or caused to be published by the conspirators, was
5 false and incomplete in that the conspirators, knowingly and deliberately deleted references to
6 the known health hazards of asbestos and asbestos-related products.

7 (b) The conspirators, with intent to defraud, individually, as members of a
8 conspiracy, and as agents of other conspirators, intended that the publication of false and
9 misleading reports to the general public and individuals therein, and/or the intentional
10 suppression and nondisclosure of documented reports of health hazards of asbestos:

11 (1) maintain a favorable atmosphere for the continued sale and
12 distribution of asbestos and asbestos-related products;

13 (2) assist in the continued pecuniary gain of conspirators, through the
14 sale of their products;

15 (3) influence in the conspirators' favor proposed legislation to regulate
16 asbestos exposure and;

17 (4) provide a defense in law suits brought for injury resulting from
18 asbestos disease.

19 (c) The conspirators, individually, as members of a conspiracy, and as agents
20 of other conspirators, had a duty to disclose information regarding the health hazards of asbestos
21 within their knowledge and/or control. The conspirators, knowingly and intentionally breached
22 this duty through their fraudulent concealment as described herein.

23 (d) Plaintiff and others reasonably relied, both directly and indirectly, upon
24 the published medical and scientific data documenting the purported safety of asbestos and
25 asbestos-related products, and in the absence of published medical and scientific reports of the
26 hazards of asbestos continued exposure to asbestos. Plaintiff believed asbestos to be safe and
27 was unaware of the hazards due to conspiratorial and fraudulent conduct. Plaintiff was not
28 warned of the hazards of asbestos dust as a direct result of the above-described conspiracy and

1 fraudulent concealment. If plaintiff had known of the health hazards of asbestos, of which
2 plaintiff was unaware as a direct result of the conspirator's fraudulent concealment, plaintiff
3 would have acted differently regarding plaintiff's exposure to asbestos and asbestos-related
4 products.

5 (e) Conspirators, individually, as members of a conspiracy, and as agents of
6 other conspirators, intended that plaintiff rely on the deceptive and fraudulent reports that the
7 conspiracy caused to be published throughout the United States regarding the safety of asbestos
8 and asbestos-related products and to rely on the absence of published medical and scientific data
9 (because of the conspiracy's suppression) regarding the hazards of asbestos and asbestos-related
10 products and thereby caused plaintiff and others to continue their exposure to asbestos products.

11 (f) Conspirators, individually, as members of a conspiracy, and as agents of
12 other conspirators were and are in a position of superior knowledge regarding the health hazards
13 of asbestos and therefore the plaintiff reasonably relied, both directly and indirectly, on the
14 published reports commissioned by the conspirators, regarding the health hazards of asbestos and
15 the absence of published information (because of the suppression by the conspiracy) regarding
16 the hazards of asbestos and asbestos-related products.

17 (g) As a direct result of the continuing and on-going conduct of the
18 conspirators, as alleged herein, the plaintiff contracted asbestos-related disease and suffered
19 injuries and incurred damages which are described in greater detail in the forgoing Paragraphs.

20 124. MET LIFE acted in concert with the foregoing described parties (the conspirators)
21 and pursuant to a common design, as previously described, to cause injury to plaintiff.

22 125. MET LIFE knew that the conduct of Johns-Manville, Raybestos (now known as
23 Raymark), defendant USG, American Brakeblok Corporation (now defendant PNEUMO
24 ABEX), Keasbey-Mattison Company (now defendant T&N), and the other conspirators was
25 coercive, fraudulent, and deceitful towards others (including plaintiff) and that conspirators'
26 conduct was a breach of dut(y)(ies) owed plaintiff; and MET LIFE gave substantial
27 assistance and encouragement to Johns-Manville and the other conspirators in breaching their
28 duties to plaintiff and others.

1 126. MET LIFE provided substantial assistance to the foregoing conspirators in
2 accomplishing their tortious result and their breach of duties to plaintiff.

3 127. Plaintiff was insured, directly or indirectly, by MET LIFE and as such was owed a
4 fiduciary duty by MET LIFE which duty was breached by its foregoing conduct and conspiracy
5 which thereby caused plaintiff's asbestos-related injuries.

6 128. The conspirators made representations to plaintiff and others concerning asbestos-
7 containing products including but not limited to:

8 (a) the statements set forth and summarized in the foregoing paragraphs

9 (b) that asbestos in commercially used insulation products was not hazardous
10 (this statement was known to be false by the conspirators)

11 (c) the amount of asbestos in the air necessary to cause disease was five
12 million particles per cubic foot (this statement was known to be false by the conspirators)

13 (d) that asbestos does not cause cancer (this statement was known to be false
14 by the conspirators);

15 (e) in addition, the conspirators actively and fraudulently concealed facts from
16 the plaintiff and others including, but not limited to:

17 (1) that asbestos-related disease can be a fatal disease,

18 (2) that asbestos causes various forms of lung cancer,

19 (3) that individuals should protect themselves from breathing asbestos
20 dust,

21 (4) the extent of asbestos disease in exposed populations,

22 (5) information regarding the levels of airborne asbestos which can
23 cause disease,

24 (6) their experience with workers' compensation claims related to
25 asbestos exposure,

26 (7) the statements set forth in foregoing paragraphs.

27 129. Further, the conspirators knew that their foregoing statements were false and that,
28 by their acts, they were actively and fraudulently concealing adverse information regarding the

1 health affects of asbestos including the facts set forth above; the conspirators made the false
2 statements and concealed the information with the intent to deceive; plaintiff and others relied
3 both directly and indirectly on the foregoing false statements and their lack of knowledge
4 resulting from their fraudulent concealment, resulting in and causing asbestos-related injuries and
5 damages as more fully set forth herein.

6 130. The asbestos-containing products that conspirators manufactured, marketed,
7 distributed, sold and otherwise supplied were defective; plaintiff was exposed to asbestos
8 from the conspirators' products which caused his asbestos-related injuries as more fully set forth
9 in the foregoing paragraphs.

10 131. Additionally and alternatively, as a direct result of MET LIFE's actions and
11 omissions, plaintiff was caused to remain ignorant of all the dangers of asbestos resulting in
12 plaintiff, his agents, employers and the general public to be aware of the true and full dangers of
13 asbestos, deprive plaintiff of the opportunity to decide for himself whether he wanted to take the
14 risk of being exposed to asbestos, denied plaintiff the opportunity to take precautions against the
15 dangers of asbestos and caused plaintiff's damages herein.

16 WHEREFORE, plaintiff prays judgment against defendants, their "alternate entities," and
17 each of them, as hereinafter set forth."

18 9. Defendants HONEYWELL INTERNATIONAL, INC. (successor-in-interest to
19 ALLIEDSIGNAL, INC.), BORG-WARNER AUTOMOTIVE, INC., DANA CORPORATION,
20 and MOOG AUTOMOTIVE, INC. (formerly known as WAGNER ELECTRIC
21 CORPORATION) produced a substantial share of the market for asbestos-containing friction
22 clutch products, which products were defective as alleged herein, during the time in question.
23 Clutch products produced by each of said defendants were fungible, in that they were
24 interchangeable with clutch products produced by the other said defendants. Plaintiff's primary
25 exposure to asbestos fibers from clutch products came during inspection and replacement of
26 worn clutch products, and the producers of the clutch products that caused plaintiff's injuries
27 cannot be identified through no fault of plaintiff.

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1 10. The aforementioned asbestos-containing clutch products were toxic and
2 carcinogenic and were used in conjunction with one another, all resulting in cumulative injury
3 and harm to the plaintiff herein. Plaintiff therefore alleges it is the burden of the defendants as
4 listed in paragraph 6 above, their "alternate entities", and each of them, to prove the asbestos and
5 asbestos-containing products manufactured, sold, supplied, applied or distributed by them were
6 not the cause of plaintiff's injury in accordance with the holdings of Sindell v. Abbott
7 Laboratories (1980) 26 Cal.3d 588; Wheeler v. Raybestos-Manhattan (1992) 8 Cal.App.4th 1152
8 and Pereira v. Dow Chemical Company, Inc. (1982) 129 Cal.App.3d 865.

9 Dated: 3/22/01

BRAYTON ♦ PURCELL

10
11 By: 

David R. Donadio
Attorneys for Plaintiff

EXHIBIT A

Plaintiff's exposure to asbestos and asbestos-containing products occurred at various locations both inside and outside the State of California, including but not limited to:

<u>Employer</u>	<u>Location of Exposure</u>	<u>Job Title</u>	<u>Exposure Dates</u>
Gabies Café, Mission Beach, CA	Gabies Café, Mission Beach, CA	Waiter	1951-1953
Brown Packing Company, Little Rock, AR	Brown Packing Company, Little Rock, AR	Butcher	1955-1956
Brown's Farm, McGhee, AR	Brown's Farm, McGhee, AR	Farmer	1956
Conbar, San Diego, CA	Conbar, San Diego, CA	Riveter	1957-1958
Brown Packing Company, Little Rock, AR	Brown Packing Company, Little Rock, AR	Butcher	1958-1959
Unknown 3rd Street, San Diego, CA	Chemical company, 3rd Street, San Diego, CA	Truck Driver	1959 (3-4 mos.)
City of San Diego Water Department, San Diego, CA	City of San Diego Water Department, San Diego, CA	Utility Worker	1960- March 1966
Brown Packing Company, Little Rock, AR	Brown Packing Company, Little Rock, AR	Butcher	1966-1971
Armour and Company, Little Rock, AR	Armour and Company, Little Rock, AR	Butcher	1972-1974
Robert Brown	Robert Brown, Little Rock, AR	Laborer	1974-1975
W.G. Brown Quarter Horse, Alexander, AR	W.G. Brown Quarter Horse, Alexander, AR	Farmer	1975-1978
Brown Musul Loading, Clinton, AR	Brown Musul Loading, Clinton, AR	Gunsmith	1978-1981
City of Clinton, Clinton Water & Sewer Department, Clinton, AR	City of Clinton, Clinton, AR	Utility Man	1981-May 1992
Basco Bolt, Little Rock AR	Basco Bolt, Little Rock AR	Shipping Clerk	1992- 7/1995

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EXHIBIT A

EXHIBIT ANON-OCCUPATIONAL EXPOSURE

Plaintiff currently recalls performing 20-30 brake repair jobs from 1953 to 1997. Plaintiff recalls performing a few clutch repair jobs.

Plaintiff's exposure to asbestos and asbestos-containing products caused severe and permanent injury to the plaintiff, including, but not limited to breathing difficulties, asbestosis, and/or other lung damage, and increased risk and fear of developing mesothelioma, lung cancer and various other cancers. Plaintiff was diagnosed with asbestosis and asbestos-related pleural disease on or about June 2000.

Plaintiff retired from his last place of employment as a result of becoming disabled due to an injury not related to asbestos. He has therefore suffered no disability from his asbestos-related disease as "disability" is defined in California Code of Civil Procedure § 340.2.

EXHIBIT A

EXHIBIT BDEFENDANTS

A.H. VOSS COMPANY	THE BUDD COMPANY
ATLAS TURNER, INC.	CARLISLE CORPORATION
ASBESTOS CORPORATION LIMITED	DAIMLERCHRYSLER CORPORATION
BELL ASBESTOS MINES LTD.	DANA CORPORATION
C.C. MOORE & COMPANY ENGINEERS	FORD MOTOR COMPANY
CERTAINTED CORPORATION	BRIDGESTONE/FIRESTONE, INC.
GARLOCK, INC.	GENERAL MOTORS CORPORATION
KUBOTA CORPORATION	LEAR-SIEGLER DIVERSIFIED HOLDINGS CORPORATION
L.H. BUTCHER COMPANY	MAREMONT CORPORATION
MacARTHUR COMPANY	MOOG AUTOMOTIVE, INC.
PLANT INSULATION COMPANY	PARKER-HANNIFIN CORPORATION
QUIGLEY COMPANY, INC.	STANDARD MOTOR PRODUCTS, INC.
QUINTEC INDUSTRIES, INC.	MORTON INTERNATIONAL, INC.
RAPID-AMERICAN CORPORATION	GATKE CORPORATION
REPUBLIC SUPPLY COMPANY	SCANDURA, INC.
T&N PLC	BRASSBESTOS BRAKE LINING COMPANY
UNITED STATES GYPSUM COMPANY	H. KRASNE MANUFACTURING COMPANY
WALDRON, DUFFY, INC.	RITESET MANUFACTURING COMPANY
WESTBURNE SUPPLY, INC.	AUTO SPECIALTIES, INC.
WESTERN MacARTHUR COMPANY	BORG-WARNER AUTOMOTIVE, INC.
WESTERN ASBESTOS COMPANY	NISSAN NORTH AMERICA, INC.
CAPCO PIPE COMPANY, INC.	PEP BOYS MANNY MOE & JACK OF CALIFORNIA
PNEUMO ABEX CORPORATION	GENUINE PARTS COMPANY
HONEYWELL INTERNATIONAL, INC.	

ALTERNATE ENTITY

C.C. MOORE & COMPANY ENGINEERS	C.C. MOORE & CO., INC.
CERTAINTED CORPORATION	CERTAIN-TEED CORPORATION
	KEASBEY & MATTISON
	GUSTIN BACON MANUFACTURING CO.
	PARKSON PIPELINE MATERIALS
	PARKSON, INC.
	WATER CO.
	TELFORD SMITH SUPPLY CO.
KUBOTA CORPORATION	KUBOTA, LTD.
	KUBOTA IRON & MACHINERY WORKS, LTD.
L.H. BUTCHER COMPANY	CENTRAL SOLVENTS AND CHEMICAL COMPANY, INC.
	CHEMCENTRAL CORPORATION COMPANY, INC.
	HOOKEER CHEMICAL CORPORATION (NY)
	OCCIDENTAL CHEMICAL CORPORATION
	UDYLITE CORPORATION (DE)
	UDYLITE, CALIFORNIA
	WILBEL, INC.
	WILBUR-ELLIS COMPANY

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EXHIBIT B

EXHIBIT B (cont'd.)ALTERNATE ENTITY

QUIGLEY COMPANY, INC.

QUIGLEY, INC.
QUIGLEY CORPORATION

QUINTEC INDUSTRIES, INC.

WESTERN FIBERGLAS SUPPLY COMPANY
MULDOON INSULATION

RAPID-AMERICAN CORPORATION

THE PHILIP CAREY MANUFACTURING COMPANY
PANACON CORPORATION
PHILIP CAREY CORPORATION
CAREY CANADA, INC.
CELOTEX CORPORATION
RAPID AMERICAN CORP. (DE)
RAPID AMERICAN CORP. (OH)
RAPID ELECTROTYPE CO.
FAMILY BARGAIN CENTERS, INC.
GLEN ALDEN COAL CO.
GLEN ALDEN CORPORATION
KENTON CORPORATION
McCORY CORPORATION
McGREGOR CORPORATION
WORLD-WIDE FINANCIAL PARTNERSHIP, L.P.
RIKLIS FAMILY CORPORATION
EII HOLDINGS, INC.UNITED STATES GYPSUM
COMPANYSPRAYON RESEARCH CORP.
SMITH AND KANZLER CO., INC.
SMITH AND KANZLER CORPORATION
SPRAYED INSULATION, INC.
S.K. INSULROCK CORPORATION
SPRAYON RESEARCH CORPORATION
SPRAYON INSULATION AND ACOUSTICS, INC.
SPRAYED INSULATION INC.
DURABOND
DENEK ETERNIT FABRIK
E.J. BARTELLS COMPANY
A.P. GREEN INDUSTRIES, INC.

W.R. GRACE & CO.--CONN.

HANDY DAN HOME IMPROVEMENT CENTERS, INC.
S & B SUPPLY CO.
AEROLINE, INC.
ANGELS HOME IMPROVEMENT CENTER, INC.
SANDY K CO. POMONA
DAYLIN, INC.
BONANZA
THRIFT BUILDER SUPPLY

WALDRON, DUFFY, INC.

WALDRON, DUFFY & SMITH, INC.

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EXHIBIT B

EXHIBIT B (cont'd.)ALTERNATE ENTITY

PNEUMO ABEX CORPORATION

ABEX CORPORATION
 AMERICAN BRAKE SHOE COMPANY
 EATON BRAKE SHOES
 EATON MANUFACTURING CO.
 AMERICAN BRAKE SHOE AND FOUNDRY COMPANY
 AMERICAN BRAKEBLOK, DIVISION OF AMERICAN
 BRAKE SHOE AND FOUNDRY CO.
 AMERICAN BRAKEBLOK CORPORATION
 AMERICAN BRAKE MATERIALS CORPORATION
 AMERICAN BRAKE SHOE AND FOUNDRY (DE)

HONEYWELL INTERNATIONAL, INC.

HONEYWELL, INC.
 ALLIEDSIGNAL, INC.
 ALLIED-SIGNAL, INC.
 THE BENDIX CORPORATION
 BENDIX PRODUCTS AUTOMOTIVE DIVISION
 BENDIX PRODUCTS DIVISION, BENDIX AVIATION CORP.
 BENDIX HOME SYSTEMS
 ALLIED CORPORATION
 ALLIED CHEMICAL CORPORATION
 GENERAL CHEMICAL CORPORATION

DAIMLERCHRYSLER CORPORATION

CHRYSLER CORPORATION
 CHRYSLER MOTORS CORPORATION
 AMERICAN MOTORS CORPORATION
 JEEP CORPORATION
 KAISER JEEP CORPORATION
 WILLYS MOTORS, INC.
 HUDSON MOTOR CAR COMPANY

GENERAL MOTORS CORPORATION

CHEVROLET
 A.C. DELCO CO.

LEAR-SIEGLER DIVERSIFIED
HOLDINGS CORPORATION

LEAR-SIEGLER, INC.
 WORLD BESTOS CO.

MOOG AUTOMOTIVE, INC.

WAGNER ELECTRIC CORPORATION

PARKER-HANNIFIN CORPORATION

SACOMA-SIERRA, INC.
 SACOMA MANUFACTURING COMPANY
 E.I.S. AUTOMOTIVE CORPORATION

STANDARD MOTOR PRODUCTS, INC.

EIS BRAND BRAKES
 CALI BLOCK

GATKE CORPORATION

ASBESTOS TEXTILE COMPANY, INC.

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EXHIBIT B

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EXHIBIT B (cont'd.)ALTERNATE ENTITY

MORTON INTERNATIONAL, INC.	MORTON SALT DIVISION, MORTON INTERNATIONAL, INC. MORTON THIOKOL, INC. THIOKOL CORPORATION THIOKOL CORPORATION, FRICTION DIVISION THIOKOL CORPORATION, PANELYTE DIVISION THIOKOL CHEMICAL CORPORATION
NISSAN NORTH AMERICA, INC.	NISSAN MOTOR CORPORATION IN U.S.A. INFINITI MOTOR CORPORATION DATSUN
GENUINE PARTS COMPANY	NAPA AUTO PARTS GENUINE PARTS COMPANY OF MICHIGAN, INC. AUTHORIZED MOTOR PARTS CORP. GENUINE PARTS COMPANY OF WISCONSIN, INC. AUTOMOTIVE PARTS COMPANY COLYEAR MOTOR SALES COMPANY GENERAL AUTOMOTIVE PARTS CORPORATION STANDARD UNIT PARTS CORPORATION

EXHIBIT CDEFENDANTS

PLANT INSULATION COMPANY
WESTERN MacARTHUR COMPANY
MacARTHUR COMPANY
WESTERN ASBESTOS COMPANY

CONTRACTOR
DEFENDANTS

LOCATIONTIME PERIOD

PLANT INSULATION COMPANY

WESTERN MacARTHUR
COMPANY/MacARTHUR
COMPANY/WESTERN ASBESTOS
COMPANY

Various

Various

Various

Various

EXHIBITS B, C

EXHIBIT HDEFENDANTS

METROPOLITAN LIFE INSURANCE COMPANY	RITESET MANUFACTURING COMPANY
UNITED STATES GYPSUM COMPANY	AUTO SPECIALTIES MANUFACTURING
PNEUMO ABEX CORPORATION	COMPANY
T&N PLC	ASBESTOS MANUFACTURING COMPANY
BORG-WARNER AUTOMOTIVE, INC.	FIBRE & METAL PRODUCTS COMPANY
HONEYWELL INTERNATIONAL, INC. (successor-	LASCO BRAKE PRODUCTS
in-interest to ALLIEDSIGNAL, INC.)	L.J. MILEY COMPANY
THE BUDD COMPANY	ROSSENDALE-RUBOIL COMPANY
CARLISLE CORPORATION	SOUTHERN FRICTION MATERIALS
DAIMLERCHRYSLER CORPORATION	COMPANY
DANA CORPORATION	U.S. SPRING & BUMPER COMPANY
FORD MOTOR COMPANY	AUTO FRICTION CORPORATION
GENERAL MOTORS COMPANY	EMSCO ASBESTOS COMPANY
BRIDGESTONE/FIRESTONE, INC.	FORCEE MANUFACTURING CORPORATION
LEAR-SIEGLER DIVERSIFIED	MOLDED INDUSTRIAL FRICTION
HOLDINGS CORPORATION	CORPORATION
MAREMONT CORPORATION	NATIONAL TRANSPORT SUPPLY, INC.
MORTON INTERNATIONAL, INC.	SILVER LINE PRODUCTS, INC.
MOOG AUTOMOTIVE	STANDCO, INC.
PARKER-HANNIFIN CORPORATION	UNIVERSAL FRICTION MATERIALS
STANDARD MOTOR PRODUCTS, INC.	COMPANY
GATKE CORPORATION	WHEELING BRAKE BLOCK
SCANDURA, INC.	MANUFACTURING COMPANY
BRASSBESTOS BRAKE LINING COMPANY	ASBESTOS CLAIMS MANAGEMENT
H. KRASNE MANUFACTURING COMPANY	CORPORATION
	BELL ASBESTOS MINES LTD.

ALTERNATE ENTITY

SILVER LINE PRODUCTS, INC.	SILVER LINE BRAKE CORP.
ASBESTOS CLAIMS MANAGEMENT	NATIONAL GYPSUM COMPANY
CORPORATION	GOLDBOND BUILDING PRODUCTS
	PACIFIC PAPERBOARD PRODUCTS, INC.

EXHIBIT H